

Recorded: 8/8/2024 at 10:53:02.0 AM
County Recording Fee: \$67.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$70.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 1914

Preparer/Return to: Douglas D. Herman of Lynch Dallas, P.C.
526 Second Avenue SE. Cedar Rapids, IA 52406 Phone: (319) 365-9101
Taxpayer Information: Lake Delhi Combined Recreational Facility and Water Quality District. 712A Third St. Delhi. IA 52223
Legal Description: Located on page two (the Notice of Forfeiture)

**AFFIDAVIT IN SUPPORT OF FORFEITURE
OF REAL ESTATE CONTRACT**

STATE OF IOWA, COUNTY OF LINN)§

TO WHOM IT MAY CONCERN:

The undersigned, first being duly sworn upon oath (or upon affirmation) deposes and states:

That the relationship of the undersigned to this transaction appears from the **Notice of Forfeiture of Real Estate Contract, hereto attached, together with return(s) of service thereof;** which Notice and return are by this reference made a part of this affidavit as fully as if set forth herein; that by reason of such relationship the facts herein stated are within the personal knowledge of such affiant:

Shawn T. Monroe, was personally served at 7550 Finchford Road, Janesville, IA 50647 on July 2, 2024 by the Black Hawk County Sheriff's Office with the Notice of Forfeiture of Real Estate Contract and all Exhibits attached thereto.

That, as shown by such return, more than 30 days have passed since the service of such Notice.

That the defaults mentioned in said Notice have not been removed nor performed nor the sums due paid in any amount by said vendee, nor by anyone, and that therefore the terms and conditions as to which there is and has been a default have not been performed within the 30 days mentioned in said Notice, nor at any time by anyone; nor has any sum been offered or tendered by said vendees or anyone; that vendor has retaken possession of said real estate following the expiration of said 30 day period.

That the Real Estate Contract mentioned in said Notice specifically provides for the forfeiture of the vendee's rights in such contract in accordance with Code Chapter 656.

That none of the parties upon whom such Notice of Forfeiture was so served, was at the time of the service of said Notice upon them, or at the time of making this affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers' and Sailors' Civil Relief Act or similar act or acts amendatory thereof or supplementary thereto.

That this affidavit is made as supporting proof, record and notice, that the contract referred to in said Notice of Forfeiture is now null and void, stands forfeited and canceled and is of no force and effect whatsoever.



DOUGLAS D. HERMAN AT0003382

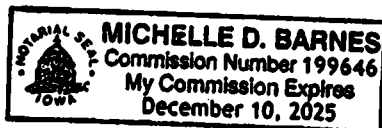
of
LYNCH DALLAS, P.C.
526 Second Avenue SE
P.O. Box 2457
Cedar Rapids, Iowa 52406-2457
Telephone (319) 365-9101
Facsimile (319) 365-9512
E-Mail: dherman@lynchdallas.com

ATTORNEY FOR VENDOR
LAKE DELHI COMBINED RECREATIONAL
FACILITY AND WATER QUALITY
DISTRICT

Signed and sworn to (or affirmed) before me on this 7th day of August, 2024 by Douglas D. Herman, attorney for Vendor, Lake Delhi Combined Recreational Facility and Water Quality District.



Notary Public in and for State of Iowa





NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: Shawn T. Monroe

You and each of you are hereby notified:

The written contract dated March 7, 1980, and executed by Delhi Recreation Association, Inc. ("Vendor"), and Briar Cliff Development Corp. ("Vendee"), recorded on September 9, 2005 in Book 2005, Page 3247, as an attachment to an Affidavit, in the office of the Delaware County Recorder.

Thereafter, the contract rights of Vendee, through a former President of Vendee, alleged to assign Vendee's interest to Shawn Monroe by Assignment dated September 6, 2007 and recorded on March 13, 2008 in Book 2008 Page 761, records of the Delaware County Recorder.

Thereafter, the contract rights of Vendor were assigned to the Lake Delhi Combined Recreational Facility and Water Quality District by Quit Claim Deed dated October 7, 2012 and recorded on October 18, 2013 in Book 2013 Page 3304, records of the Delaware County Recorder.

for the sale of the following described real estate:

Originally described per contract as:

"All frontage on Lake Delhi which lies directly along property owned by above named Corp. in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23 Township 88, N, Range 5 West of the 5th principal meridian, 1240' with the exception of that portion beginning at a point 200' S.W. of State #310 and containing Northerly on the Interstate Power Co. Line to Stake #312 and that portion will extend only 75' in a westerly direction from the Interstate Power Co. line towards the water. No permanent structures to be placed on said 75' other normal covenants to be included on final contract. Together with an easement over servient estate appurtenant thereto, upon the following [illegible] That Buyer will allow an easement across his property for the removal of fill, if the Lake Assn., does remove fill at any time in the future"

Subsequently Surveyed and thereafter legally described as follows:

"Parcel 'JJ' and Parcel 'KK' being part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, Township 88 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa."


Per Plat of Survey dated January 6, 2011 and recorded on January 10, 2011 in Book 2011 Page 125, records of the Delaware County Recorder.

Also including any and all waterfront/lakefront and/or Lake located adjacent to the above-described property.

Has not been complied with in the following particulars:

a. Nonpayment of Purchase Price	\$3,298.00
b. Interest on delinquent balance of \$3,298.00 at 9% from March 7, 1980 to the present (\$0.81 per diem)	\$13,155.23
Failure to grant easement required by Contract	\$ <u>N/A</u>
Total	\$16,453.23

1. The following documents are attached in further explanation of the above allegations:
 - a. **Exhibit A:** Original Contract, eventually recorded as an attachment to an Affidavit recorded on September 9, 2005 in Book 2005 Page 3247, records of the Delaware County Recorder.
 - b. **Exhibit B:** Assignment of Contract recorded on March 13, 2008 in Book 2008 Page 761, records of the Delaware County Recorder, alleging to assign Vendee's interest in original Contract to Shawn Monroe.
 - c. **Exhibit C:** Assignment of Contract rights by Quit Claim Deed recorded on October 18, 2013 in Book 2013 Page 3304, records of the Delaware County Recorder, assigning and transferring Vendor's interest in the original contract to Lake Delhi Combined Recreational Facility and Water Quality District.
2. The contract shall stand forfeited unless the parties in default, within 30 days after the completed service of this notice, shall perform the terms and conditions in default, including full payment of the total sums due plus interest as set forth above and the grant of the required easement, and in addition pay the reasonable costs of serving this notice.
3. The amount of attorney fees claimed by the Vendors pursuant to Section 656.7 of the Code of Iowa is \$50.00 (not to exceed \$50.00). Payment of the attorney fees is not required to comply with this notice in order to prevent forfeiture.


Joel Althoff, President, Lake Delhi
Combined Recreational Facility and Water
Quality District


DOUGLAS D. HERMAN, AT0003382
of

LYNCH DALLAS, P.C.
526 Second Avenue SE
P.O. Box 2457
Cedar Rapids, Iowa 52406-2457
Telephone (319) 365-9101
Facsimile (319) 365-9512
E-Mail: dherman@lynchdallas.com
ATTORNEY FOR VENDOR

Exhibit A

**FADED DOCUMENT A1
TIME OF RECORDING**

Entered for taxation 13th day
of September A.D. 2005
By Sharon McCrabb, Auditor
By A. Schmidt, Deputy
88-181

Book 2005 Page 3247
Document 2005 3247 Type 06 010 Pages 2
Date 9/09/2005 Time 3:37 PM
Rec Amt \$12.00 Aud Amt \$5.00

DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & return to: Carr & Carr Attorneys PO Box 333 Manchester, IA 52057 (563) 927-4164
Grantor: Stephen Richter, Delhi Recreation Association, Inc.; Briar Cliff Development Corp.
Grantee: Stephen Richter Orville C. Wellman
AFFIDAVIT

STATE OF Illinois
Delaware COUNTY)
ss.

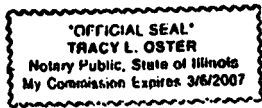
The undersigned after being duly sworn on oath, states as follows:

1. The attached contract is a true and correct copy of the original signed by myself and Orville C. Wellman on March 7, 1980.
2. That I signed said contract on behalf of Briar Cliff Development Corp. as its president.
3. That said contract was never recorded.
4. That a Deed was never given in fulfillment of said contract.
5. That all amounts due according to said contract have been paid in full and a Deed in fulfillment of contract should be given to Briar Cliff Development Corp. by Delhi Recreation Association, Inc.

Dated this 7th day of September, 2005.

Stephen Richter
Stephen Richter

Subscribed and sworn to before me by Stephen Richter this 7th day of
September, 2005.



Tracy L. Oster
Notary Public in and for the
State of Illinois

Legal description located on page 2



STATE CONTRACT

WITNESSETH between Delhi Recreation Association, Inc., Delaware, Seller, and BRIMM CHIFF DEVELOPMENT CORP, Iowa, Buyer:

That seller hereby agrees to sell and Buyer hereby agrees to buy the real estate situated in Delaware County, Iowa described as:

ALL FRONTAGE ON LAKE DELHI WHICH LIES DIRECTLY ALONG PROPERTY OWNED BY ABOVE NAMED CORP IN THE NE 1/4 OF THE NE 1/4 OF SECTION 28 TOWNSHIP 88, N RANGE 6 WEST OF THE 6TH MERIDIAN, 1840' WITH THE EXCEPTION OF THAT PORTION BEGINNING AT A POINT 200' S.W. OF STAKE #310 AND CONTINUING NORTHEAST ON THE INTERSTATE POWER CO LINE TO STAKE #312 AND THAT PORTION WHICH EXTENDS ONLY 75' IN A WASTERLY DIRECTION FROM THE INTERSTATE POWER CO LINE TOWARDS THE WATER. NO PERMANENT STRUCTURES TO BE PLACED ON SAID 75' OTHER NORMAL EASEMENTS TO BE INCLUDED ON FINAL CONTRACT.

and seller shall warrant and serve an estate appurtenant thereto, upon the following terms: THAT Buyer will allow an EASEMENT ACROSS THE PROPERTY FOR THE REMOVAL OF FILLING THE LAKE BASIN, DOES REMOVE FILL AT ANY TIME IN THE FUTURE.

TOTAL PURCHASE PRICE for said property is in the sum of THREE THOUSAND TWO HUNDRED NINETY DOLLARS (\$3,290.00) of which THREE HUNDRED NINETY DOLLARS (\$399.00) has been paid herewith, the balance of which is to be paid by Seller and Buyer agrees to pay the balance to Seller of Delhi, Iowa as follows:

\$399.00 one year from the execution date of this contract and \$27.00 on the same date each year thereafter until the entire amount is paid. Said balance shall be interest free unless default occurs and thereafter shall there be at the rate of nine per cent (9%) per annum from the date of default.

TAXES: Buyer agrees to pay all taxes now due or hereafter becoming due.

POSSESSION: Seller agrees to give Buyer possession upon the execution of this contract.

DEEDS: Upon full payment Seller shall transfer said property by quit claim deed and Buyer shall pay all expenses of transfer.

MISCELLANEOUS: Seller hereby reserves all flood plain rights in connection with the water impoundment called Lake Delhi and the Buyer does hereby release Seller from any and all liability with respect to the flood plain in the property gated in this contract.

DEFAULT: If Buyer fail to perform this agreement in any respect, then Buyer note the essence of this agreement, then Buyer may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited and Seller may declare the full balance owing due and payable and proceed by law or in equity to foreclose this contract, in which event Buyer agrees to pay costs and attorney fees and all other expense incurred by Seller.

DATED: 7TH MARCH 1980

Stegins, Keller, Reinhold
William P. Williamson

- 1. All quit claim Deed, taxes
- 2. floor right
- 3. All easements to continue
- 4. Can not change boundary without permission.

Entered for taxation 18 day
of March A.D. 2008
Carla K. Becker Auditor
By D. Willman Deputy
Parcel # 150-23-05-001-20
88-228

Book 2008 Page 761
Document 2008 761 Type 05 002 Pages 4
Date 3/13/2008 Time 4:03:45PM
Rec Amt \$22.00 Aud Amt \$5.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: Steven E. Carr, 117 S. Franklin Street, PO Box 333, Manchester, Iowa 52057 (563) 927-4164.
Tax Statement to: 621 Willow Run St, Deaver IA 50522
Grantor: Stephen Richter, as former President of Briar Cliff Development Corp., now sole
possessor of buyers interest
Grantee: Shawn Monroe
Legal on Page 4
Description

ASSIGNMENT OF REAL ESTATE CONTRACT

Stephen Richter, as former President of Briar Cliff Development Corp. and now
sole possessor of buyer's interest in a contract recorded September 9, 2005 in Hook 2(N)5,
Page 3247 (see attached exhibit A) herewith assigns all right, title and interest in said
contract to Shawn T. Monroe.

That the effective date of this assignment is September 1, 2007.

Assignee by the signing of this document accepts this assignment.

Dated this 6th day of September, 2007.

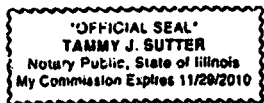
Assignor:

Briar Cliff Development Corp., Inc.

By: Stephen Richter 9-6-07
Stephen Richter, as former President
And sole possessor of buyer's interest

Assignees:

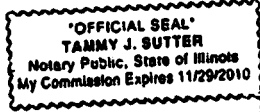
By: Shawn Monroe
Shawn T. Monroe



Tammy J. Sutter

Illinois
STATE OF IOWA)
) ss.
Jo Davies COUNTY)

This instrument was acknowledged before me on this 6th day of September August, 2007 by Stephen Richter, as former President of Briar Cliff Development Corp., Inc. and sole possessor of buyers interest.



Tammy J. Sutter
Notary Public in and for the State of Iowa
Illinois

STATE OF IOWA)
) ss.
Delaware COUNTY)

This instrument was acknowledged before me on this 22nd day of August, 2007 by Shawn T. Monroe.

Mary Ann Dutra
Notary Public in and for the State of Iowa



623
Sumner Avenue Maple +
Eligible
115 3rd St SE Sta 1200
Cedar Rapids IA
SR101-1200

Entered for taxation *on* day
of October AD *2013*
Carol A. Brown Auditor
Deborah L. Peyton Deputy

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Richard F. Mitvalsky

Return To: Richard F. Mitvalsky, P.O. Box 456, Cedar Rapids, IA 52406-0456, (319) 364-1535
Preparer: Richard F. Mitvalsky, P.O. Box 456, Cedar Rapids, IA 52406-0456, (319) 364-1535
Taxpayer: Lake Delhi Combined Recreational Facility and Water Quality District, 712A Third St., Delhi, IA 52223

QUIT CLAIM DEED

For the consideration of ONE Dollar(s) and other valuable consideration, Lake Delhi Recreation Association, Inc. does hereby Quit Claim to Lake Delhi Combined Recreational Facility and Water Quality District all our right, title, interest, estate, claim and demand in the following described real estate in Delaware County, Iowa:

see Addendum on pgs. 2,3
Exempt from transfer tax pursuant to Iowa Code §428A.2(6)

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

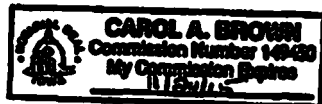
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: October 17, 2013

Lake Delhi Recreation Association, Inc.
By: *Rich Hughes*
Rich Hughes, President

STATE OF IOWA, COUNTY OF LINN

This instrument was acknowledged before me on October 17th, 2013 by Rich Hughes, as President, of Lake Delhi Recreation Association, Inc.



Carol A. Brown
Carol A. Brown, Notary Public
My commission expires: 11/24/15

Addendum

All of Grantor's remaining interest in the following described property:

TRACTS 1 through 93, inclusive, including all flood plain rights, easements, whether perfected or unperfected, and restrictions of record, as described on the Quit Claim Deed from Interstate Power Company to L. J. Schiltz and Connie A. Schlitz, as Executrix and sole beneficiary of the Estate of John G. Schiltz, as recorded in Book 96, Page 59, et seq., in the office of the Delaware County Recorder, said property being located in Sections 14, 15, 23, 24, 25, & 26 of Township Eighty-eight (88) North, Range Five (5) West of the 5th PM and in Sections 19, 29 & 30 of Township Eighty-eight (88) North, Range Four (4) West of the 5th PM, all being in Delaware County, Iowa, subject to all reservations and encumbrances of record including those retained by Interstate Power Company as set forth therein, and also subject to the following mechanics liens filed in the office of the Delaware County Clerk of Court: LNCV 007172 (Dave's Complete Construction v. LDRA), LNCV 007194 (Dave's Complete Construction v. LDRA) - Stahlberg v. LDRA, LNCV 7173, LNCV 007500 (Modern Hydro v. LDRA)

(the "Real Estate")

Excepting therefrom:

Parcel AA, being part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ -NE $\frac{1}{4}$), part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$), part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ -NE $\frac{1}{4}$), part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ -SE $\frac{1}{4}$), and part of Lot Thirty (30) of The Cedars Sub-division in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ -SE $\frac{1}{4}$); all in Section Fourteen (14), Township Eighty-eight (88) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa, containing a total of 49.76 acres, more or less, according to the Plat of Survey recorded in Book 2009 Page 3149.

The conveyance shall be subject to the following reservations and limitations:

1. Until October 1, 2018, before transferring any or all of the Real Estate Grantee must first obtain the prior written approval of the Board of Directors of Grantor (the "*LDRA Transfer Restriction*"). The terms of the LDRA Transfer Restriction are more particularly set forth in that certain Memorandum of Agreement dated the 30th day of August 2012, as amended by that certain First Amendment to Memorandum of Agreement dated the 14th day of January, 2013, by that Second Amendment to Memorandum of Agreement dated the 21st day of January, 2013 and by that certain Third Amendment to Memorandum of Agreement dated the 5th day of September, 2013, entered into by and between Grantor and Grantee.

2. From and after October 1, 2018 approval of the Board of Directors of the Grantor will no longer be required for Grantee to convey the Real Estate. However, Grantee cannot convey "Restricted Real Estate" (as hereinafter defined) to a non-governmental entity without a vote of the taxpayers of Grantee. Approval of such a transfer requires that 60% of those voting to approve of the transfer. The procedure for conducting the vote and identifying eligible voters will be determined by Grantee prior to the vote. However, a Taxpayer shall be entitled to only one

vote, irrespective of the number of Parcels of real estate owned by that Taxpayer. It will not be necessary that the procedure consist of a formal election process.

The term "Restricted Real Estate" means:

a. That portion of the Real Estate described as Parcel L, Part of "Tract No. 4" (Plant Site), Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, and Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 30, all of T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to the Plat recorded in Book 7 Plats, Page 213.

b. That portion of the Real Estate described as "Lost Beach" and legally described as Parcel C, Plat of Survey recorded February 8, 2000 in Book 2000, Page 428 in the Records of the Delaware County, Iowa Recorder being a part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 19, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa.

c. That portion of the Real Estate described as "North Beach" which is a peninsular piece of lake frontage located on Lake Delhi and the Maquoketa River which lies west and adjacent to Parcel JJ located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, Township 88 North, Range 5 West of the 5th PM, Delaware County, Iowa, extending to the water's edge and to the middle of Lake Delhi including submerged land. "North Beach" is located immediately south of Tax Parcel Number 250140600910, immediately north of Tax Parcel Number 250230500140, and immediately east of Tax Parcel Numbers 250230800510, 250230800100 and 250140400110. The aforementioned description of "North Beach" is for information only and is not a transferable legal description. Any attempt to transfer this parcel, or any portion thereof, will require a plat of survey to be recorded of the exact boundary.

d. That portion of the Real Estate described as "Turtle Creek Park" legally described as Parcel 2013-35, Plat of Survey recorded May 20, 2013 in Book 2013, Page 1676 in the records of the Delaware County, Iowa Recorder being part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ all in Section 25, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa.

e. That portion of the Real Estate described as the "Dredge Containment Site" and legally described as Parcel 'AA' being part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ - NE $\frac{1}{4}$), part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ - NE $\frac{1}{4}$), part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ - NE $\frac{1}{4}$), part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ - SE $\frac{1}{4}$), and part of Lot Thirty (30) of The Cedars Sub-division in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ - SE $\frac{1}{4}$); all in Section Fourteen (14), Township Eighty-eight (88) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 49.76 acres, more or less, all in accordance with the plat thereof recorded in Book 2009, 3149 in the records of the Delaware County, Iowa Recorder.

